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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

13 WYLENE LENA HINKLE and DENNIS  
14 GASSAWAY, on behalf of themselves and all  
15 others similarly situated, and THE  
CALIFORNIA COUNCIL OF THE BLIND (a  
California nonprofit corporation),

16 Plaintiffs,

17 v.

18 MICHELLE BAASS, in her capacity as  
19 Director of California Department of Health  
20 Care Services; CALIFORNIA  
21 DEPARTMENT OF HEALTH CARE  
SERVICES; CONTRA COSTA COUNTY;  
COUNTY OF ALAMEDA; COUNTY OF  
SAN DIEGO;

22 Defendants.  
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Case No. 3:18-cv-06430-MMC

~~[PROPOSED]~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND CERTIFYING  
SETTLEMENT CLASS; GRANTING  
PLAINTIFFS' MOTION FOR AWARD OF  
REASONABLE ATTORNEYS' FEES AND  
COSTS

Date: October 3, 2025  
Time: 9:00 a.m.  
Place: Courtroom 7 – 19<sup>th</sup> Floor  
Judge: Hon. Maxine M. Chesney

## I. INTRODUCTION

Before the Court is the Parties' Joint Motion for Final Approval of Class Action Settlement. Plaintiffs Wylene Lena Hinkle, Dennis Gassaway, and the California Council of the Blind (collectively "Plaintiffs") filed this action against Defendants, alleging that Defendants were violating federal and state laws by failing to provide effective communication to Plaintiffs and similarly situated Blind<sup>1</sup> Medi-Cal consumers. Following extensive negotiations that took place over several years, the Parties have reached a proposed Class Settlement Agreement (the "Agreement"), which, the Parties state, is in the best interest of all Parties and satisfies the requirements of Federal Rule of Civil Procedure 23. Among other things, the Agreement establishes system-wide processes for: (1) identifying people who request written materials in an alternative format and maintaining this information in a centralized database; (2) exchanging this data among DHCS, counties, managed care plans, and other partners and contractors that provide written materials as part of the Medi-Cal program; (3) sending timely and accessible notices in the requested alternative format within a reasonable timeframe; (4) providing information and instructions to counties and managed care plans regarding their obligations to provide effective communication to Blind and visually-impaired individuals; and (5) collecting and reviewing information sufficient to assure DHCS that counties and managed care plans are furnishing effective communications to Blind and visually-impaired individuals.

On December 20, 2024, this Court (a) conditionally certified the Settlement Class, appointed Plaintiffs as Settlement Class representatives, and appointed Disability Rights California, Disability Rights Advocates, and Disability Rights Education and Defense Fund as Class Counsel; (b) granted preliminary approval of the terms and conditions contained in the Agreement; (c) found that the proposed Agreement appeared to be fair and warranted the dissemination of notice to the Settlement Class; (d) approved the proposed Class Notice, revised as directed by the Court; (e) approved the plan for providing notice to the Settlement Class; and

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<sup>1</sup> "Blind" includes all persons who, under state or federal civil rights laws, have a vision-related disability that limits the major life activity of seeing, and require alternative methods to access standard print information. Any reference to applicants or beneficiaries also includes Blind individuals who are representing or otherwise assisting a Medi-Cal applicant or beneficiary.

(f) scheduled a Fairness Hearing.<sup>2</sup> ECF No. 88 (Order Granting Prelim. Approval).

The Parties now ask that the Court enter an order (1) certifying the proposed Settlement Class and appointing Plaintiffs as Settlement Class Representatives and Plaintiffs' counsel as Class Counsel; (2) granting final approval of the Agreement (ECF No. 83-3); and (3) retaining jurisdiction during the term of the Agreement for the purpose of enforcement thereof.

Having presided over the proceedings in the above-captioned action and having reviewed all of the arguments, pleadings, records, and papers on file, as well as having considered the oral argument made at the hearing conducted October 3, 2025, this Court finds as follows.

## II. FINDINGS

At final approval, the Court "determines that notice to the class members was accomplished in the manner prescribed by the settlement and as approved by the Court at the preliminary approval stage." *Cancilla v. Ecolab, Inc.*, No. 12-cv-03001-JD, 2016 WL 54113, at \*3 (N.D. Cal. Jan. 5, 2016). The Court also analyzes whether it should confirm final certification of any class preliminarily certified for settlement. *See Rosado v. Ebay Inc.*, No. 5:12-cv-04005-EJD, 2016 WL 3401987, at \*1 (N.D. Cal. June 21, 2016). Finally, "[h]aving already completed a preliminary examination of the agreement, the court reviews it again, mindful that the law favors the compromise and settlement of class action suits." *Id.* The Court should "reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Officers for Just. v. Civ. Serv. Comm'n of City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). Ultimately, "the decision to approve or reject a settlement is committed to the sound discretion of the trial judge because he is exposed to the litigants and their strategies, positions, and proof." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (internal quotation and citation omitted).

<sup>2</sup> The Court initially scheduled the Fairness Hearing for May 9, 2025, but subsequently rescheduled the hearing to June 27, 2025, per a joint stipulation by the Parties. ECF 92 (Order Granting Stip. to Reschedule). Thereafter, by order filed June 26, 2025, the Court continued the hearing to October 3, 2025. ECF 103.

**A. Notice Was Effectuated to the Settlement Class.**

Class Counsel created and maintained Class Notice websites where the Class Notice was posted from at least April 1, 2025, to the present. Elliott Decl. Supp. Final Approval (“Elliott FA Decl.”) ¶¶ 4-5; 8-9; Elliott Decl. Second Supp. Final Approval (“Elliott Second FA Decl.”) ¶¶ 2, 5; Leach-Proffer Decl. Final Approval ¶ 4; Leach-Proffer Decl. Second Supp. Final Approval ¶ 4; Parks Decl. Final Approval ¶ 5; Parks Decl. Supp. Final Approval ¶¶ 3-4; Yee Decl. Final Approval ¶ 5; Yee Decl. Supp. Final Approval ¶¶ 3-5. Class Counsel responded to Settlement Class Members’ requests for information and clarification. Elliott FA Decl. ¶¶ 15-48; Elliott Second FA Decl. ¶¶ 11-35. The California Council of the Blind posted the Class Notice on its website from at least March 30, 2025, to the present. Robles Decl. Supp. Final Approval ¶¶ 3-4; Elliott Second FA Decl. ¶ 6. Starting in late March 2025, DHCS mailed the short form of the Class Notice in English and Spanish to all households receiving Medi-Cal services. Harris Decl. Final Approval (“Harris FA Decl.”) ¶ 4; Harris Decl. Supp. Final Approval (“Harris Supp. FA Decl.”) ¶¶ 6-8. DHCS also posted the Class Notice on its website from at least April 1, 2025, through the present. Harris FA Decl ¶ 3; Harris Supp. FA Decl. ¶ 3.

This Court finds that the Parties distributed notice to the Settlement Class in a manner sufficient “to alert those with adverse viewpoints to investigate and to come forward and be heard,” *Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (internal quotations omitted), and in a manner and form that meets the requirements of due process and Federal Rules of Civil Procedure 23(c)(2) and 23(e). Every household receiving Medi-Cal services was mailed the short form of the Class Notice and all had access to Class Counsel’s and DHCS’s webpages regarding the settlement.

**A. The Settlement Class meets the requirements of Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure**

The Court now confirms its previous determination that each of the requirements of Rule 23(a) and 23(b)(2) for class certification is satisfied for the purposes of the proposed Agreement and Settlement Class. See ECF No. 88 at 3–7.

To support class certification, a court must find each of Rule 23(a)’s four requirements

has been satisfied: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997). In addition to these requirements, “parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (2), or (3).” *Id.* at 614. The applicable provision here is subsection (2), which “permits class actions for declaratory or injunctive relief where ‘the party opposing the class has acted or refused to act on grounds generally applicable to the class.’” *Id.* (quoting Fed. R. Civ. P. 23(b)(2)).

Here, the conditionally certified Settlement Class, as stipulated by the Parties, is defined as:

Individuals in the State of California who are applicants or beneficiaries of Medi-Cal and who need written materials regarding Medi-Cal in an Alternative Format due to a vision-related disability.

Agreement § III.D; X(A).

The Court now finds that the Settlement Class meets the requirements of Rule 23(a) and Rule 23(b)(2), as discussed below, and it is hereby certified.

#### 1. The Settlement Class is Sufficiently Numerous

Rule 23(a) requires that a settlement class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). Available data indicates that at least 44,700 individuals meet the class definition.<sup>3</sup> Joinder of all 44,700 members in a single proceeding would be

<sup>3</sup> Nearly 15 million people have been certified as eligible for Medi-Cal services in the State of California. Medi-Cal at a Glance, California Department of Health Care Services (Apr. 2025), <https://www.dhcs.ca.gov/dataandstats/statistics/Documents/Medi-Cal-at-a-Glance-January2025.pdf> (last visited May 20, 2025). The rate of blindness in California is 0.3% according to the Center for Disease Control. Prevalence of Blindness, by major age groups, available at [https://ddt-vehss.cdc.gov/LP?Level1=Vision+Problems+and+Blindness&Level2=Vision+Loss+and+Blindness&Level3=VEHSS+Prevalence+Estimate:+Visual+Acuity+Loss&Level4=Prevalence+of+Blindness+\(%E2%89%A420/200+Best+Corrected\)&LocationId=06&DataSourceId=PREV&GSDataSourceId=PREV&GSLocationId=06&RiskFactorSubCatId=&IndicatorId=QBM~RVUSB&ShowFootnotes=true&View=StateMap&CompareViewYear=1&CompareId=&CompareId2=&YearId=YR9&ResponseId=RVUSB&AgeId=AGEALL&GenderId=GALL&RaceId=ALLRACE&RiskFactorId=RFPERS&RiskFactorResponseId=RFTOT&DataValueTypeId=ADJPREV&MapClassifierId=quantile&MapClassifierCount=4&CountyFlag=Y](https://ddt-vehss.cdc.gov/LP?Level1=Vision+Problems+and+Blindness&Level2=Vision+Loss+and+Blindness&Level3=VEHSS+Prevalence+Estimate:+Visual+Acuity+Loss&Level4=Prevalence+of+Blindness+(%E2%89%A420/200+Best+Corrected)&LocationId=06&DataSourceId=PREV&GSDataSourceId=PREV&GSLocationId=06&RiskFactorSubCatId=&IndicatorId=QBM~RVUSB&ShowFootnotes=true&View=StateMap&CompareViewYear=1&CompareId=&CompareId2=&YearId=YR9&ResponseId=RVUSB&AgeId=AGEALL&GenderId=GALL&RaceId=ALLRACE&RiskFactorId=RFPERS&RiskFactorResponseId=RFTOT&DataValueTypeId=ADJPREV&MapClassifierId=quantile&MapClassifierCount=4&CountyFlag=Y) (last visited May 20, 2025). Applying the 0.3% figure to 14,907,754 people enrolled in Medi-Cal shows that a minimum of around 44,723 enrolled Medi-Cal recipients are blind.

1 impracticable, and the Court confirms its finding that the Settlement Class is sufficiently  
2 numerous.

3                   2.     The Settlement Class Satisfies Commonality

4             The second element of Rule 23(a) requires the existence of “questions of law or fact  
5 common to the class.” Fed. R. Civ. P. 23(a)(2). Plaintiffs may meet the commonality  
6 requirement by raising “a single common question” of fact or law. *Wal-Mart Stores, Inc. v.*  
7 *Dukes*, 564 U.S. 338, 359 (2011) (internal quotation, citation, and alteration omitted). The  
8 critical question is whether class members have suffered the same injury, such that their claims  
9 “depend upon a common contention” that “is capable of classwide resolution.” *Id.* at 350.

10            Plaintiffs challenged Defendants’ alleged system-wide policies and practices that apply to  
11 every member of the proposed Settlement Class, namely failing to ensure Effective  
12 Communication is provided to Blind and visually-impaired participants in the Medi-Cal  
13 program. This includes: Defendants’ alleged failure to have a system-wide process for  
14 determining if Plaintiffs and other similarly situated individuals need information in alternative  
15 formats that are accessible to them; Defendants’ alleged failure to have adequate policies and  
16 procedures in place for consistently over time providing Plaintiffs and other similarly situated  
17 individuals with information in their requested alternative format; Defendants’ alleged failure to  
18 take the necessary steps to share information and coordinate the provision of information to  
19 Plaintiffs and other similarly situated individuals in their requested alternative format; and  
20 Defendants’ alleged failure to take adequate steps to inform Plaintiffs and other similarly situated  
21 individuals of their right to receive information in alternative formats and of the process for  
22 obtaining information in alternative formats. Compl., ECF No. 1, ¶¶ 40-41.

23            Insofar as Settlement Class Members differ in their access needs or in the extent to which  
24 they may have been harmed by Defendants policies, these dissimilarities do not impede  
25 classwide resolution. *Wal-Mart*, 564 U.S. at 350. Where plaintiffs challenge “a deficient  
26 government policy or program, not [an] individual harm,” no individualized inquiry is necessary.  
27 *Smith v. City of Oakland*, 339 F.R.D. 131, 140 (N.D. Cal. 2021). Here, each Settlement Class  
28 Member is similarly impacted by Defendants’ statewide policies and procedures, and the legality

1 of these actions and inactions is a question “capable of classwide resolution.” *Wal-Mart*, 564  
 2 U.S. at 350.

3 The Court confirms its finding that there are questions of law and fact common to the  
 4 Settlement Class.

5 3. Plaintiffs’ Claims are Typical of the Settlement Class.

6 The third element of Rule 23(a) requires that the claims of the representative parties be  
 7 typical of the claims of the class. Fed. R. Civ. P. 23(a)(3). Rule 23(a)’s typicality requirement is  
 8 met so long as the named plaintiffs’ claims are “reasonably coextensive with those of absent  
 9 class members; they need not be substantially identical.” *Hanlon*, 150 F.3d at 1020.

10 Plaintiffs assert injuries attributable to the same alleged course of conduct: Defendants’  
 11 failure to ensure that Blind and visually-impaired Medi-Cal consumers are provided effective  
 12 communication. Though the extent of their claimed injuries may differ, Plaintiffs allege that  
 13 *every* class member is affected by this same course of conduct. The legal theories that Plaintiffs  
 14 would have relied on to redress this harm apply, according to Plaintiffs, equally to each member  
 15 of the proposed Settlement Class, and the relief Plaintiffs have achieved will benefit that class as  
 16 a whole.

17 The Court confirms its finding that Plaintiffs’ claims are typical of the claims of the  
 18 Settlement Class that they seek to represent for the purpose of settlement.

19 4. Plaintiffs and Class Counsel are Adequate Representatives.

20 The final element of Rule 23(a) requires that “the representative parties will fairly and  
 21 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The Settlement Class is  
 22 adequately represented so long as “the named plaintiffs and their counsel [do not] have any  
 23 conflicts of interest with other class members, and . . . will . . . prosecute the action vigorously on  
 24 behalf of the class.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 462 (9th Cir. 2000), as  
 25 amended (June 19, 2000).

26 Here, no conflict appears to exist between Plaintiffs and other Settlement Class Members.  
 27 The Agreement provides the same injunctive relief for Plaintiffs and every member of the  
 28 proposed Settlement Class. Also, Plaintiffs’ counsel is experienced in litigating class actions and



1 impact cases involving disability rights violations including other class actions challenging  
 2 government policies and actions on behalf of individuals with sensory disabilities.

3 Thus, the Court finds that Plaintiffs Hinkle, Gassaway, and California Council of the  
 4 Blind have fairly and adequately represented the interest of the Settlement Class and will  
 5 continue to do so. Accordingly, the Court hereby appoints Plaintiffs Hinkle, Gassaway, and  
 6 California Council of the Blind as representatives of the Settlement Class. The Court further  
 7 appoints Plaintiffs' counsel, Disability Rights Advocates, Disability Rights Education and  
 8 Defense Fund, and Disability Rights California, as Class Counsel.

9 5. The Settlement Class Satisfies Rule 23(b)(2).

10 Rule 23(b)(2) requires a showing that the defendant "has acted or refused to act on  
 11 grounds that apply generally to the class, so that final injunctive relief or corresponding  
 12 declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2).

13 Here, Plaintiffs challenge Defendants' policies and practices applicable to all Settlement  
 14 Class Members and seek injunctive relief. The Agreement will benefit all Settlement Class  
 15 Members. Among other improvements, every Settlement Class Member will be able to request  
 16 and receive Written Materials in their preferred Alternative Format across all components of the  
 17 Medi-Cal system. *See* Agreement § IV(A)-(E) and Implementation Plan. Defendants will have  
 18 new systems and policies to identify people who have requested Alternative Formats, will  
 19 maintain this information in a centralized database, will ensure the exchange of this data among  
 20 different components of the Medi-Cal system, will send timely and accessible notices in an  
 21 individual's requested Alternative Format, will provide guidance to counties and managed care  
 22 plans, and will monitor these entities to ensure that Blind Medi-Cal consumers are provided  
 23 effective communication. *Id.* Furthermore, the Agreement does not release Settlement Class  
 24 Members' potential claims for monetary damages. *See* Agreement § IX.

25 The Court finds that the Settlement Class satisfies Rule 23(b)(2). Thus, certification is  
 26 granted.

27 **B. The Settlement Agreement is Fair, Reasonable, and Adequate**

28 In making a final fairness determination, Rule 23 requires courts to consider: (1) whether



the class was adequately represented; (2) whether the proposed settlement was negotiated at arm's length; (3) whether the relief provided for the class is adequate, taking into account the costs, risks, and delay of trial and appeal and the terms of any proposed award of attorneys' fees; and (4) whether the proposal treats class members equitably relative to one another. Fed. R. Civ. P. 23(e)(1)(B), 23(e)(2); *see also Lane*, 696 F.3d at 819 (listing *Hanlon* factors considered in the Ninth Circuit). Having considered these factors and having examined the settlement process for signs of collusion, the Court, as discussed below, finds that the Settlement Agreement is fair, reasonable, and adequate.

1. Plaintiffs and their Counsel Have Adequately Represented the Settlement Class.

In determining whether a class has been adequately represented, courts consider the same "adequacy of representation" questions that are relevant to class certification. *See In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC, 2019 WL 1411510, at \*8 (N.D. Cal. Mar. 28, 2019).

Here, Plaintiffs and their counsel do not appear to have any conflicts of interest with other Settlement Class Members and appear to have vigorously prosecuted the action. Having reviewed the Agreement and all submissions, the Court finds that Plaintiffs and their counsel have adequately represented the Settlement Class and that this factor weighs in favor of final approval.

2. The Proposed Settlement was Negotiated at Arm's Length.

The Court finds that the Agreement was negotiated at arm's length. While no presumption of fairness attaches to settlements achieved through arms-length negotiations, *see Roes, I–2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1049 (9th Cir. 2019), such negotiations do weigh in favor of approval, *see Fed. R. Civ. P. 23(e)(2)(B)*.<sup>4</sup> The Agreement is the product of

<sup>4</sup> The considerations encompassed by revised Rule 23(e)(b)(2)(A)–(B) "overlap with certain *Hanlon* factors, such as the non-collusive nature of negotiations, the extent of discovery completed, and the stage of proceedings." *In re Extreme Networks, Inc. Sec. Litig.*, No. 15-cv-04883-BLF, 2019 WL 3290770, at \*7 (N.D. Cal. July 22, 2019) (citing *Hanlon*, 150 F.3d at 1026).

over five years of arms’ length negotiations, including multiple settlement conferences before a private mediator and Judge Jacqueline Corley, numerous settlement meetings between the Parties, and many written proposals exchanged. ECF Nos. 35, 39, 48, 57-68 (Min. Entries re Settlement Confs.). As the Advisory Committee has recognized, “the involvement of a neutral or court-affiliated mediator or facilitator . . . may bear on whether [negotiations] were conducted in a manner that would protect and further the class interests.” Advisory Committee Notes to 2018 Amendments, Fed. R. Civ. P. 23(e)(2). Furthermore, Plaintiffs’ counsel did not negotiate attorneys’ fees and costs until agreement was reached on the remainder of the settlement. The Court finds that the Agreement is the product of “serious, informed, non-collusive negotiations” conducted by experienced counsel over an “extended period of time.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079–80 (N.D. Cal. 2007).

This factor weighs in favor of final approval.

### 3. The Proposed Agreement Provides Adequate Relief to Plaintiffs and the Settlement Class

Rule 23(e)(2)(C) requires courts to consider whether “the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payments; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C).

Here, the Parties have shown that the Agreement addresses the issues that led Plaintiffs to file this lawsuit. Medi-Cal applicants and recipients who are Blind or visually-impaired will be able to request and receive Written Materials in their preferred Alternative Format across all components of the Medi-Cal system. Agreement § IV; Implementation Plan. Defendants will have new systems and policies to identify people who have requested Alternative Formats, to maintain this information in a centralized database, to exchange this data among different components of the Medi-Cal system, to send timely and accessible notices in the requested Alternative Format, to provide guidance to counties and managed care plans, and to monitor

1 these entities to ensure that Blind and visually-impaired Medi-Cal consumers are provided  
 2 Effective Communication. *Id.* Once implemented, these changes will resolve the problems that  
 3 led to the lawsuit.

4 Additionally, Plaintiffs state that in deciding whether to agree to this settlement, Plaintiffs  
 5 considered the possibility that Defendants would prevail in the litigation, and the case would end  
 6 with no benefits to the class; there is no guarantee that Plaintiffs would prevail, and any litigated  
 7 result would require significant time and resources for the Court to resolve these disputes.  
 8 Plaintiffs also state that they considered the fact that the settlement provided additional  
 9 benefits—such as the opportunity to review and comment on relevant external communications  
 10 and participate in user testing and feedback—that they believe would greatly enhance the  
 11 prospective relief. Agreement § IV.E & Exhibit B.

12 Subject to this Court’s approval, Defendants have agreed to pay Plaintiffs’ counsel  
 13 \$1,550,000 to cover all attorneys’ fees and costs, including those incurred for monitoring  
 14 implementation of the Agreement. Agreement § VIII. This term was negotiated after all  
 15 substantive settlement terms pertaining to injunctive relief had been resolved, and the total  
 16 reflects a significant reduction to Plaintiffs’ lodestar, and constitutes a fair and reasonable sum.

17 The Court finds that all relevant factors weigh in favor of final approval.

18 4. The Parties’ Agreement Treats All Settlement Class Members Equitably

19 “The Court must next examine whether the Settlement Agreement provides preferential  
 20 treatment to any class member.” *Uschold v. NSMG Shared Servs., LLC*, 333 F.R.D. 157, 170  
 21 (N.D. Cal. 2019) (internal quotation and citation omitted). The Court finds that all Settlement  
 22 Class Members, both named and unnamed, will be treated equitably and will receive the same  
 23 benefits in the form of injunctive relief. Agreement § IV. Furthermore, Settlement Class  
 24 Members will not release any potential claims for monetary damages. *Id.* § IX. The Plaintiffs  
 25 will not receive an incentive payment or any benefits that are not afforded to non-party  
 26 Settlement Class Members. Because the Proposed Agreement treats Plaintiffs and all other  
 27 Settlement Class Members equitably relative to each other, the Court finds that this factor weighs  
 28 in favor of final approval.

1           **C.     All Objections to the Settlement Are Overruled**

2           The Court finds that any objections to the Settlement Agreement from any Settlement  
 3           Class Members were either not substantive, did not state grounds for objection with sufficient  
 4           specificity as required by Federal Rule of Civil Procedure 23(e)(5)(A), or are unfounded.  
 5           Although the Court's February 28, 2025 Order set a deadline of May 9, 2025, for class member  
 6           objections, which deadline was later extended to September 22, 2025, the Court has reviewed  
 7           and considered any objections received after that date.

8           **III.    ORDER**

9           NOW THEREFORE, IT IS HEREBY ORDERED:

10          1.       Unless otherwise stated, the terms in this Order have the meaning set forth in the  
 11          Agreement.

12          2.       The Court hereby certifies the Settlement Class pursuant to Federal Rules of Civil  
 13          Procedure 23(a) and 23(b)(2).

14          3.       The Court hereby appoints Plaintiff Wylene Lena Hinkle, Plaintiff Dennis  
 15          Gassaway, and the California Council of the Blind as Settlement Class representatives.

16          4.       The Court hereby appoints Disability Rights Advocates, Disability Rights  
 17          California, and Disability Rights Education and Defense Fund Plaintiffs' attorneys of record, as  
 18          Class Counsel.

19          5.       The Parties' Joint Motion for Final Approval of the Agreement, attached as  
 20          Exhibit 1 to the Declaration of Autumn Elliott in Support of the Parties' Joint Motion for  
 21          Preliminary Approval (ECF No. 83-3), is GRANTED.

22          6.       Plaintiffs' Motion for an Award of Reasonable Attorneys' Fees and Costs is  
 23          GRANTED. Defendants are directed to pay Plaintiffs' counsel the amount of \$1,550,000 within  
 24          sixty (60) days of the date of the instant order.

25          //

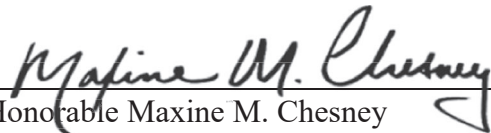
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1           7.       The Court will retain jurisdiction of this matter during the term of the Agreement  
2 for the purpose of enforcement thereof.

3  
4           **IT IS SO ORDERED.**

5  
6 Dated: October 3, 2025

7   
Honorable Maxine M. Chesney  
United States District Judge